Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at http://about.jstor.org/participate-jstor/individuals/early-journal-content.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

a passenger station for the purpose of soliciting business is held, in *Indianapolis Union R. Co.* v. *Dohn* (Ind.), 45 L. R. A. 427, to be unlawful on the ground that the company, having acquired its grounds, whether by purchase or condemnation, through the sovereign right of eminent domain, cannot grant any special privileges and immunities that the State could not, and that such action is also against public policy as tending to restrict competition and enhance prices. See 4 Va. Law Reg. 543.

RAILROADS—LEASE OF COMPETING LINES.—A ten year lease of a railroad, which is fair in its terms, is upheld in *State, ex rel. Nolan* v. *Montana R. Co.* (Mont.), 45 L. R. A. 271, against the contention that it involves an abandonment of the railroad enterprise or violates the constitutional provision against consolidation of parallel or competing railroads or the uniting of their business or earnings. The court holds that railroads are competing when, by their connections, though not entirely by their own lines, they have the opportunity, by their geographical situation, to cut rates to certain principal or terminal points. With this case is a note which reviews and analyzes the authorities on the restrictions on the consolidation of parallel or competing railroads.

INSURANCE—COMBINATION TO CONTROL RATES.—A combination of insurance companies made outside the State, without intent to affect business in the State, but for the purpose of fixing rates of insurance in foreign countries, is held, in *State* v. *Lancashire Fire Ins. Co.* (Ark.), 45 L. R. A. 348, to be unaffected by a State statute against trusts and combinations, as the statute can have no extra-territorial effect.

A combination of insurance companies for the purpose of maintaining rates is held, in *Ætna Ins. Co.* v. *Com.* (Ky.), 45 L. R. A. 355, not to be an indictable offense at common law, even if it constitutes a void contract.

But a combination of insurers to fix prices is held, in *State* v. *Firemen's Fund Ins. Co.* (Mo.), 45 L. R. A. 363, to be in violation of the Missouri statute, which expressly prohibits any such combination to regulate premiums.

WILLS—PAROL TRUSTS.—Wife devised lands to her husband by virtue of a parol contract on his part that at his death he would devise it to her heirs and not to his. The husband survived the wife, and died intestate. *Held*, That if the contract be clearly proven, the wife's heirs may establish a parol trust in the lands devised to the husband as against his heirs—*Stone* v. *Manning* (Tenn.), 52 S. W. 990.

The case of *Sprinkle* v. *Hayworth*, 26 Gratt. 392, is identical with this case, but there was in that case a failure of evidence by which to establish the trust. Judge Moncure, who delivered the opinion, went out of his way, however, to argue that despite the fact that the seventh section of the English statute of frauds does not exist in Virginia, a parol trust in lands, whether arising under a deed or a will, could not be established in Virginia. Judge Staples, in a brief opinion, declined to accept this doctrine in its entirety. The later case of *Sims* v. *Sims*, 94 Va. 580, mentions this case with approval, but in *Sims* v. *Sims* there was no suggestion of a contract.

If one accepts a devise from a testator, upon an express parol agreement to